



Booking Terms and Conditions

School and Youth Groups 2023 and 2024

Please read these Terms & Conditions carefully before booking a programme, course, session, activity or hiring the venue. Once a booking has been accepted a binding contract will have been entered based on these Terms & Conditions. If you have any questions about our Terms and Conditions, please do not hesitate to contact us. Brenscombe Outdoor Centre, Portland Outdoor Centre and New Forest Outdoor Centre are owned and operated by Activate Outdoors Ltd Company registration number 3201193

Activate Outdoors Ltd reserves the right, without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and Activate Outdoors Ltd will return any payment accompanying the booking. The agreement is governed by English law.

Contact Details

Brenscombe Outdoor Centre Studland Road, Corfe Castle, Dorset BH20 5JG Tel:01929 481 222

Portland Outdoor Centre Castletown, Portland DT5 1BD Tel 01305 822255

New Forest Outdoor Centre, Emery Down, Lyndhurst. SO43 7GA Tel 02380 284401

Brenscombe Outdoor Centre is licensed by the Adventure Activities Licensing Authority, Registration No: R0269.

Portland Outdoor Centre is Licensed by the Adventure Activities Licensing Authority, Registration No: R2451.

Once a booking has been confirmed either by completion of our online booking confirmation form, email confirmation or other written confirmation or by payment of our deposit invoice for the booking, a contract has been entered into or all of the following terms become applicable.

1. FEES

- 1.1. Prices are quoted on a per person, per activity group or on a fixed price basis.
- 1.2. For quotations priced on a per person basis, Activate Outdoors Ltd, will prescribe a minimum number of attendees. Refunds will not be given if numbers fall below this minimum. Additional charges will be incurred at the specified per head fee for any additional persons attending. Additional participants need to be booked in advance.
- 1.3. For quotations priced on a per activity group basis the number of groups will be specified and agreed a minimum 6 weeks prior to the programme. Or at time of booking if within 6 weeks.
- 1.4. For any programme, course or activity, a deposit invoice for approximately 25% of the total cost (excluding tuckshop/bar bills and additional attendees) will be raised by Activate Outdoors. Payment of this deposit invoice within 30 days of the deposit invoice date, or before the event, whichever is sooner, is required.
- 1.5. For programmes priced under £1000 in total the full price may be invoiced for payment at time booking.

- 1.6. If no payment is received from the client within the 30-day period specified on the deposit invoice, prior to the event date, Activate Outdoors reserves the right to cancel the session, course or activity and offer the date to another party. The deposit invoice of the proposed programme will however still be payable to cover the costs incurred by Activate Outdoors.
- 1.7. The balance of the event is payable by the client 6 weeks prior to a course or programme. The balance of the event to be invoiced is based on the final numbers agreed at this time and is payable by the client, regardless of whether fewer people attend. It may be possible to increase numbers after this time but this is not guaranteed. Additional people will be charged for at the agreed rate. For activity sessions and additional people booked on the day, any monies due and the balance invoice must be settled on the day.
- 1.8. If no payment is received from the client within the 30 day period specified on the balance invoice, Activate Outdoors will start procedures to recover the debt.
- 1.9. Purchases from the tuck shop and bar are to be settled prior to departure unless agreed.

2. CANCELLATIONS/POSTPONEMENTS

- 2.1. Cancellation: Activate Outdoors reserves the right to cancel a session, course or activity if conditions prevent the safe running of the session, course or activity, if an alternative venue cannot be found. In the event of such a cancellation, clients will be offered one of the following options: a full refund of fees or the same session/course on a different date.
- 2.2. Client cancellation. We request cancellations in writing but will assume client cancellation if we are unable to contact the client despite numerous attempts to do so or through non-attendance at a booked programme or activity.
- 2.3. If the cancellation is over 12 weeks before the start of the course, session or activity, the deposit will be retained or is still due if it hasn't yet been paid. If it is less than 12 weeks before the start of the course, session or activity the client will be liable to pay the full 100% course, session or activity fee based on the number of attendees in the original quote.
- 2.4. For per person priced contracts, final number of attendees is agreed 6 weeks prior to the programme. Any reductions in number of attendees after this point will still be charged for and we recommend taking out insurance to cover the cost of non-attendance.
- 2.5. Consideration of a refund or partial refund will be given for individual children or young people from a group who are forced to cancel on medical or health grounds, a doctor's note will be required.
- 2.6. **Cancellations prior to attending due to government guidelines or legislation:**
 - A) If government guidelines or legislation require that groups are unable to attend due to restrictions in either the area where the group is coming from or at the outdoor Centre itself, then a full refund will be offered. Where possible alternative dates or programme options will also be offered.
 - B) If the group has booked for a residential programme and the group is not permitted by the government to stay residentially then a full refund will be offered. Where

possible the option to convert the programme into a non-residential programme or alternative dates will be offered.

C) If the Outdoor Centre facility is required to quarantine or Activate Outdoors is unable to staff your programme due to the need for staff to self-isolate then the programme will be cancelled and all fees returned. Activate Outdoors will not be liable for any additional expenses you may have incurred with the booking such as transport.

D) If anyone in your booking party, has to quarantine or self-isolate in line with government guidelines and cannot attend, that person/those people will need to cancel their part of the booking.

Where a whole group needs to self-isolate or quarantine then the whole booking is cancelled.

E) For cancellations due to 2.4 **D)** there are two options 1) the full amount paid is credited towards a future mutually agreed activity/accommodation provided by Activate Outdoors 2) a refund is provided with the 25% deposit being retained by Activate Outdoors. Cancellations due to illness may be an insurable risk and we advise group to seek appropriate insurance.

2.5 Cancellations during a programme. If customers need to cancel their visit due to ill health, a need to self isolate or quarantine on or after the 1st day of their visit. The booking is considered cancelled and no refund is due.

3. PERSONAL & INSURANCE

3.1. Activate Outdoors holds ten million-pound Stirling (£10,000,000) civil liability insurance.

3.2. Activate Outdoors recommends that you take out insurance cover for your own personal belongings and accepts no liability for lost/damaged personal belongings.

3.3. Activate Outdoors recommends that you take out insurance to cover the cost of the programme should you need to cancel.

3.4. Activate Outdoors reminds clients that our courses tend to contain an element of physical activity and that any physical activity can be strenuous. We suggest that any person who has a medical condition that may be aggravated by participating in a physical activity seeks professional medical advice before doing so and then participates at their own risk.

3.5. Activate Outdoors aims to operate to the highest health and safety levels, however, we remind participants that running programmes in the outdoors presents an element of risk and we accept no liability for any injury or accident that may occur outside the categories of instructor negligence or structural failure of facilities constructed by Activate Outdoors.

4. FITNESS AND ABILITY

4.1. The courses and activities offered at the Centre may be strenuous at times, but are within the capabilities of children/teenagers of average health. Programmes can be designed to support individuals with various levels of fitness and abilities. Advanced notice of individuals attending with low levels of fitness or with limited abilities will

enable a programme to be designed to be as inclusive as possible. We recommend that where possible, participants ensure that they are in a satisfactory state of health before embarking on a course.

5. CONSENT AND MEDICAL FORMS

- 5.1. The client acknowledges that all participants must complete and sign a Medical and Consent Form (or be signed by a person with parental responsibility for under 18s), which must be received by Activate Outdoors prior to the commencement of the programme, session or activity.

6. CONDUCT ON A COURSE

- 6.1. The client acknowledges that during an Activate Outdoors programme participants are required to submit to the reasonable instructions and leadership of the instructors. The client acknowledges that persons attending a course are expected to maintain a high standard of conduct and regard for personal well-being.
- 6.2. All programmes with participants under 18 years old must have enough accompanying adults to remain responsible for them at all times. Parents, teachers and those in comparable roles must maintain control of those children to the satisfaction of the instructors.
- 6.3. If a participant's conduct is unacceptable, Activate Outdoors may, without the need to give reasons, ask for them to leave the programme. Circumstances in which this might occur include (without limitation): disorderly or abusive conduct; intoxication; failure of control over children; inadequacy of clothing or equipment. In such circumstances the client will not be entitled to a refund of monies and Activate Outdoors will not be liable for any losses so resulting.

7. DAMAGE TO PROPERTY

7.1 Activate Outdoors reserves the right to charge for Damage to property whether caused through a wilful act or genuine mistake. It is recognised that normal wear and tear will occur but occasionally boisterous or malicious behaviour results in damage that visiting parties need to be responsible for. Charges will be made for both material cost and staff time including use of subcontractors where necessary.

8. COMPLAINTS

- 8.1. In the unlikely event that a client has cause for complaint about an Activate Outdoors programme or activity, the complaint should be made to a representative of Activate Outdoors during the visit, in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during an event but to complain later. However, should a problem not be resolved during the event, complaint should be made in writing within 28 days of the event.

9. FUTURE COMPETENCE

- 9.1. It is not intended that any instruction provided to any client while on an event will in any way qualify them to participate in the activities at a later date or instruct any third party and no warranty is made to that effect. Activate Outdoors hereby excludes any liability it might have to any participant or third party in respect of any loss or damage



suffered or incurred by that participant or third party in its reliance on any skills taught by any client(s) on the basis of having attended any event.

10. CHANGES TO THESE CONDITIONS

- 10.1. Activate Outdoors reserves the right to update the Terms and Conditions at any time, without notice. In this instance Customers will be given the right to accept the new terms and conditions or to cancel their booking with a full refund.